

Boeing Field
KING COUNTY INTERNATIONAL AIRPORT
Seattle, Washington 98108

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KING COUNTY

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INTERNATIONAL
AIRPORT

Monthly Rental Agreement

LANDLORD: King County

Effective: November 1, 1983

TENANT: Galvin Flying Service, Inc.

ADDRESS: 7149 Perimeter Road
King County International Airport
Seattle, Washington 98108

Phone: 763-0350

USE: Storage and dispensing of aviation fuels and allied
petroleum products for aviation use.

SPACE RENTED: Tract of land, approximately 12,225 s.f. - see Exhibit A
attached. Fuel storage tanks, pumps and associated equipment -
see Exhibit B attached.

SERVICES INCLUDED: None

MONTHLY RENTAL:	Land, 12,225 s.f. @ \$.60/s.f./yr. (\$7,335)	\$ 611.25
	Associated equipment	417.00
		<u>\$1,028.25</u>
	12.84% Wash. State Leasehold Excise Tax	132.03
	Total Monthly	<u>\$1,160.28</u>

This Agreement supercedes and terminates the Agreement dated November 1, 1981.

This Agreement creates a tenancy for one year beginning with the effective date above. All rents payable in advance. It is intended that the tenant will make improvements to the premises, the cost of such improvements is not known at this time. The exact nature and cost of the improvements will be attached to this Agreement no later than February 1, 1984, and be attached hereto as Exhibit "C". Two months rent (\$2,320.56) is payable upon inception of this Agreement. One month's rent to be a rental deposit and upon termination will apply to the last month's rent.

Failure to pay rent as specified herein renders this Agreement null and void and gives Landlord the right to re-enter and repossess the premises immediately and without further notice.

Tenant shall provide King County the names of all oil companies and/or fuel suppliers that provide aviation fuel to the Tenant for storage and use from the premises.

This Agreement is not assignable or transferable. Subletting any portion shall not be permitted without the written consent of Landlord.

The Tenant accepts the said property and all associated equipment in its present condition, whatever the same may be; acknowledges that King County has not made any representation, covenant or warranty as to the condition or fitness of said property; that same may contain explosive liquids or gases; and, waives the benefit of any covenant or warranty as may be implied by law.

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Tanks and all associated equipment covered by this Agreement may have contained flammable leaded gasoline. They should not be used for storage of drinking water or foodstuffs for human beings or animals that would later involve internal consumption or skin contact, nor any other use that would be injurious to anyone.

The Tenant shall comply with all rules and regulations in force on King County International Airport. Tenant agrees to comply with all applicable federal, state, county and municipal ordinances and regulations while using the premises, and further, Tenant agrees to make such compliance without any notice of requirement or requirements from Landlord, and that Landlord does not waive this condition by giving notice of demand for compliance in any instance. Tenant will pay throughout the term of this Agreement all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of Tenant on the premises and all taxes on the leasehold interest created by this Agreement.

Tenant agrees to protect and save King County, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant's employees or third parties on account of personal injuries, death or damage to property arising out of the premises rented by Tenant or in any way resulting from the willful or negligent acts or omissions of the Tenant and/or its agents, employees or representatives.

Tenant agrees to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that the Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Tenant shall obtain and maintain continuously, public liability insurance and other insurance necessary, including product liability, to protect the public, with limits of liability not less than \$10,000,000 combined single limit bodily injury and property damage each accident or occurrence. Such insurance shall include King County as an additional insured and shall not be reduced or cancelled without thirty (30) days written notice to King County. Tenant shall provide a certificate of insurance, or upon written request of King County, a duplicate of the policy as evidence of insurance protection provided.

Tenant shall use the Space Rented for no other business or purpose other than as written above without the prior written consent of King County.

Tenant shall not erect any signs or advertising without prior written approval of King County.

Tenant shall, throughout the term of this Agreement, without cost or expense to Landlord, keep and maintain the Space Rented and all improvements, landscaping, fixtures and equipment which may now or hereafter exist thereon, in good and sanitary order and repair and in a good, safe and presentable condition consistent with the highest of business practices. If after thirty (30) days notice from Landlord, Tenant fails to maintain or repair any part of the Space Rented or any improvement, landscaping, fixtures or equipment thereon, Landlord may, but shall not be obligated to, enter upon the Space Rented and perform such maintenance or repair and Tenant agrees to pay the costs thereof to Landlord upon demand.

The Tenant shall not improve or alter the premises in any manner without the prior written consent of King County but shall, before making any improvements or alterations, submit plans and designs therefore to King County for approval. In the event the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by King County. Unless otherwise stipulated, all improvements or alterations erected or made on the premises shall on expiration or sooner termination of this Agreement belong to King County without compensation to Tenant; provided

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however, that King County shall have the option, to be exercised on expiration or sooner termination of this Agreement, to require Tenant to remove any or all such improvements or alterations. If the Tenant fails substantially to make the improvements or alterations required of him by this Agreement, this Agreement shall be terminated and all rents paid shall be forfeited to King County.

King County shall not be liable to the Tenant for claim or damages arising from any defect in the construction of or the present condition of the premises, whether known or unknown, or for damage by storm, rain or leakage.

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the ground of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. The Tenant shall be bound by the regulations of the Secretary of Transportation pertaining to non-discrimination in federally-assisted programs as delineated in 49 Code of Federal Regulations, Chapter 21 and appendices thereto (formerly FAA Regulations, Part 15). Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the County and may result in ineligibility for further County agreements.

The acceptance of rent by King County for any period or periods after a default by Tenant will not be considered a waiver of the default unless King County gives Tenant written notice that the acceptance is a waiver. No waiver by King County of any default by Tenant will be construed to be or act as waiver of any subsequent default by the Tenant.

The foregoing conditions are mutually agreed to by the Tenant and Landlord.

TENANT:

Galvin Flying Service, Inc.

BY: 

TITLE: President

DATE: 1/4/84

LANDLORD:

County of King, State of Washington

BY: 

TITLE: County Executive

DATE: JAN 2 4 1984

APPROVED: Airport

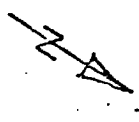
BY: 

Donald W. Smith

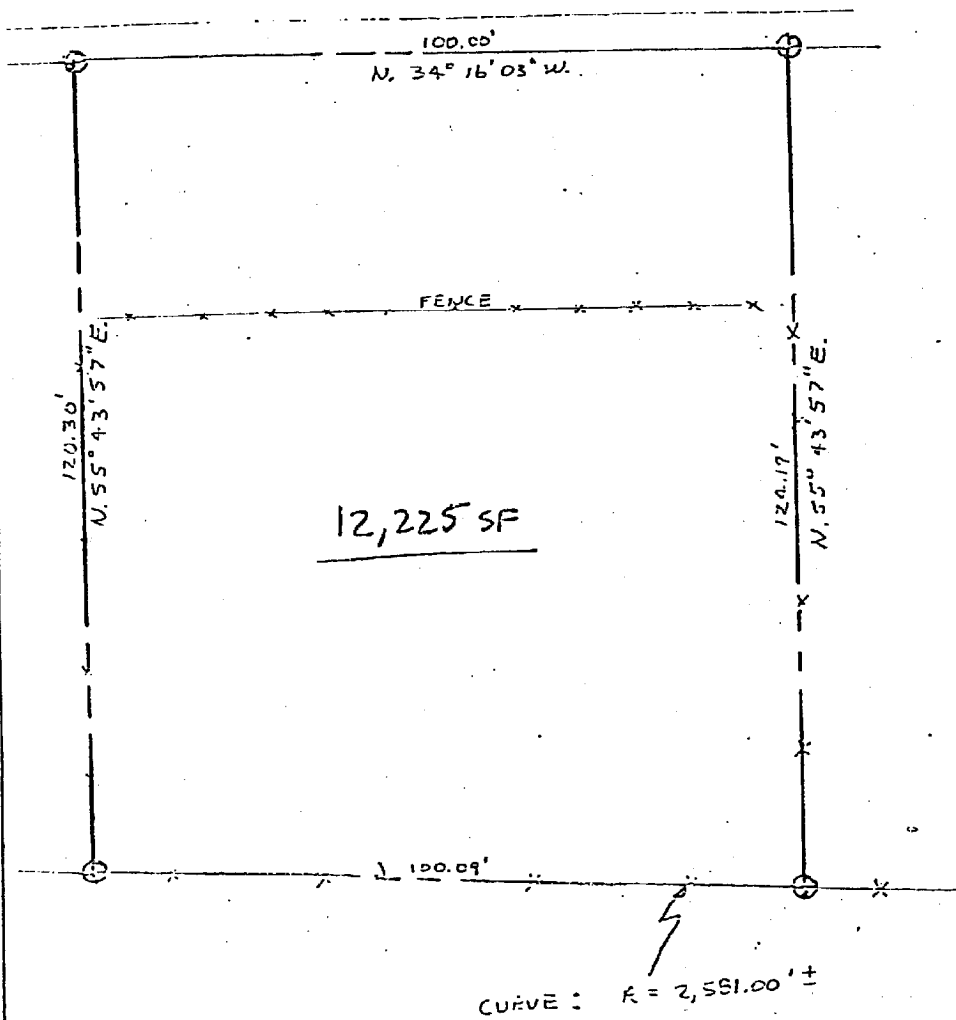
TITLE: Airport Manager

DATE: January 4, 1984

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EAST PERIMETER ROAD.



AIRPORT WAY S.

KING COUNTY INTERNATIONAL AIRPORT		
PLACE 7590 PERIMETER ROAD		
TENANT GALVIN FLYING SERVICE, INC		
DATE 6-21-77	SCALE 1" = 20'	EXHIBIT "A"

Boeing Field
KING COUNTY INTERNATIONAL AIRPORT
Seattle, Washington 98108

EXHIBIT "B"

Aviation fuel storage and loading facility located at
7590 Perimeter Road, Boeing Field/King County International
Airport, Seattle, Washington, on ground owned by King County,
including all underground and above-ground equipment, namely:

- Four (4) - 24,000 gal U.G. tanks
- One (1) - 1,000 gal U.G. tank
- Three (3)- Gilbarco pumps
- One (1) - Bowser pump
- One (1) - Fram filter/separator
- Two (2) - Bendix Filters
- Mercury vapor island light
- Electrical wiring and controls
- Piping, fittings and valves
- Hoses and nozzles
- Fence
- Paving

Tenant: Galvin Flying Service, Inc.

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